



**Fidelity National Title**  
Insurance Company

**Homeowner's Policy Comparison**  
**POLICY COVERAGE**

Standard Owner's  
Policy with  
Homeowner's  
Endorsement<sup>†</sup>

Expanded  
Homeowner's  
Policy

Extended  
Owner's  
Policy

1. Someone else owns an interest in your title.	X	X	X
2. Someone else has rights affecting your title due to leases, contracts or options.	X	X	X
3. Someone else claims rights due to forgery or impersonation.	X	X	X
4. Someone else has an easement on the land.	X	X	X
5. Someone else has a right to limit your use of the land.	X	X	X
6. Your title is defective.	X	X	X
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.		X	
8. Someone else has a lien on your title, including a: (a) mortgage; (b) judgment, state or federal tax lien, or special assessment; (c) charge by a homeowner's or condominium association; (d) mechanic's lien for labor or materials furnished before policy date.	X	X	X
9. Someone else has an encumbrance on your title.	X	X	X
10. Someone else claims rights affecting your title due to fraud, duress, incompetency or incapacity.	X	X	X
11. You do not have both actual vehicular and pedestrian access, based upon a legal right.		X	
12. You are forced to correct or remove an existing violation of any CC&R, even if the CC&R is excepted in Schedule B.	X	X	
13. Your title is lost or taken because of a violation of any CC&R, which occurred before you acquired title, even if the CC&R is excepted in Schedule B.		X	
14. Because of an existing violation of a subdivision law or regulation: (a) you are unable to obtain a building permit; (b) you are forced to correct or remove the violation; or (c) someone else refuses to perform a contract to purchase the land, lease it or make a mortgage loan on it.		X*	
15. You are forced to remove or remedy your existing structures – other than boundary walls or fences – because any portion was built without a building permit.		X*	
16. You are forced to remove or remedy your existing structures, because they violate an existing zoning law or zoning regulation. If you are forced to remedy your existing structures, the coverage is subject to a deductible and a maximum liability amount.	X	X*	
17. You cannot use the land, because use as a single-family residence violates an existing zoning law or regulation.		X	
18. You are forced to remove your existing structures because they encroach onto your neighbor's land. If the encroaching structures are boundary walls or fences, the coverage is subject to a deductible and a maximum liability amount.	X	X*	X
19. Someone has a legal right to, and does, refuse to purchase the land, lease it, or make a mortgage on it, because your neighbor's existing structures encroach onto the land.		X	
20. You are forced to remove your existing structures because they encroach onto an easement or over a building setback line, even if the easement or building setback line is excepted in Schedule B.		X	
21. Your existing structures are damaged because of the exercise of a right to maintain or use any easement affecting the land, even if the easement is excepted in Schedule B.		X	
22. Your existing improvements are damaged because of the future exercise of a right to use the surface of the land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the land or from Schedule B.		X	
23. Someone else tries to enforce a discriminatory CC&R, based upon race, color, religion, sex, handicap, familial status, or national origin.		X	
24. A taxing authority assesses supplemental real estate taxes not previously assessed for any period before the Policy Date, because of construction or a change of ownership or use that occurred before the Policy Date.		X	
25. Your neighbor builds any structures after the Policy Date – other than boundary walls or fences – which encroach onto the land.		X	
26. Your title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a mortgage loan on it.		X	
27. A document upon which your title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.	X	X	X
28. The residence with the address shown in Schedule A is not located on the land at the policy date.		X	
29. The map, if any, attached to this policy does not show the correct location of the land according to the public records.		X	
30. Any facts, rights, interests or claims not shown by the public records, but which could be shown by an inspection of the land or asserted by persons in possession.		X	X

31. Easements, except underground easements, not shown by the public records.		X	X
32. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land, and that is not shown by the public records.			X
33. Any lien for contributions to employee benefit plans, or any lien under Workers' Compensation Acts, not disclosed by the public records.			X

+ Improvements protected by the Homeowner's Endorsement are limited by the endorsement's definitions.

\* Subject to deductibles and maximum liability amounts, listed on the other side.

**Disclaimer:** Due to variations in policy definitions, the above chart cannot provide highly accurate comparisons. For a more accurate comparison, please review copies of the actual policy forms, which are available upon request. In all cases, the specific policy issued to an insured shall constitute the terms and conditions of the title company's obligations to its insured.

## RESIDENTIAL OWNER'S POLICIES COVERAGE COMPARISON

The attached chart compares the title insurance protection provided to a residential purchaser by two typical policies:

- ALTA Owner's Policy – Standard Coverage: The first column shows the protection provided by the ALTA Owner's Policy plus the protection provided by the Homeowner's Additional Protection Endorsement. That endorsement only applies to owner-occupied residential property and limits the definition of "structures".
- ALTA Homeowner's Policy of Title Insurance – Expanded Coverage: The second column shows the protection provided by the expanded coverage ALTA Homeowner's Policy of Title Insurance. That form applies to one-to-four family residential structures, but does not require the insured to occupy the property.
- ALTA Owner's Policy – Extended Coverage: The third column shows the protection provided by the extended coverage ALTA Owner's Policy, which insures against loss due to the following off-record matters and survey matters:
  1. Any facts, rights, interests or claims not shown by the public records, but which could be shown by an inspection of the land or asserted by persons in possession.
  2. Easements, except underground easements, not shown by the public records.
  3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land, and that is not shown by the public records.
  4. Any lien, or right to a lien, for labor, material, services or equipment, or for contributions to employee benefit plans, or liens under Workmen's Compensation Acts, not disclosed by the public records.

If not otherwise excepted from coverage, some of these off-record matters and survey matters are covered in part by the ALTA Homeowner's Policy of Title Insurance (subject to deductibles and maximum liability) or by the Homeowner's Additional Protection Endorsement attached to an ALTA Owner's Policy (standard coverage).

For the attached chart, please note the following:

\*ITEM 14: Deductible applies, the lessor of 1% or \$2,500 of the liability under the policy. Maximum liability for this coverage is \$15,000.

\*ITEM 15: Deductible applies, the lessor of 1% or \$5,000 of the liability under the policy. Maximum liability for this coverage is \$15,000.

\*ITEM 16: Deductible applies, the lessor of 1% or \$5,000 of the liability under the policy. Maximum liability for this coverage is \$25,000.

\*ITEM 18: Deductible applies, the lessor of 1% or \$2,500 of the liability under the policy. Maximum liability for this coverage is \$25,000.



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